



AGENDA

Regular Meeting of the County Board of Commissioners Van Buren County

March 23, 2021

4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street
--

1. CALL TO ORDER

1.

2. ADDITIONS/DELETIONS TO THE AGENDA

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

A. ** Minutes - March 09, 2021

5. PUBLIC COMMENT

6. PRESENTATION

7. ADMINISTRATIVE AFFAIRS COMMITTEE

Recommendation/Discussion:

A. **South Haven Area Recreation Authority - Grant Application Support Resolution

B. **Planning Commission Reappointments

C. **Mental Health Authority Reappointments

D. **Mental Health Authority Appointment

8. BUILDINGS AND GROUNDS COMMITTEE

Recommendation/Discussion:

9. FINANCE/AUDITING COMMITTEE

Recommendation/Discussion:

A. **Delinquent Tax Bonds

B. **911 Dispatch - Annual Renewal of 911 Local Surcharge Collection

C. **Federal Marshals - Van Buren County Intergovernmental Agreement

10. LABOR NEGOTIATIONS AND CONTRACTS

Recommendation/Discussion:

A. Office of the Prosecuting Attorney - Intern

11. TRANSIT COMMITTEE

Recommendation/Discussion:

12. VETERAN'S SERVICES COMMITTEE

Recommendation/Discussion:

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

A. Tuscola County

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

📎 **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

Richard Godfrey, Chairman
Mike Chappell, Vice-Chair

Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol

NOTICE:

Due to COVID-19 On Tuesday, March 23, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Mar 23, 2021 03:00 PM Eastern Time (US and Canada)

Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82879196352>

Or iPhone one-tap :

US: +13017158592,,82879196352# or +13126266799,,82879196352#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 828 7919 6352

POSTED: 03/19/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven at 219 East Paw Paw Street Suite 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, ext. 1271.

AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: March 23, 2021
RE:

ATTACHMENTS:

Description

☐ **Minutes**



MINUTES
County Board of Commissioners
Van Buren County

March 9, 2021

4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

1.

On the above date the regular meeting of the Board of Commissioners was called to order at 4:04 p.m. by Richard Godfrey, Chairman of the Board.

The roll was called by County Clerk Suzie Roehm with the following commissioners answering to their name and district: Gail Patterson-Gladney, District 1 (remotely from City of South Haven, Van Buren County, MI); Kurt Doroh, District 2; Richard Godfrey, District 3; Mike Chappell, District 4; Randy Peat, District 5 (remotely from Paw Paw Township, Van Buren County, MI); Donald Hanson, District 6; and Paul Schincariol, District 7.

2. ADDITIONS/DELETIONS TO THE AGENDA

None.

3. APPROVAL OF AGENDA

All items on the agenda marked with "*" are part of the consent agenda. Commissioners or the public can request that items be removed from the consent agenda.

Motion to approve the agenda as presented.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Don Hanson, Carried

4. APPROVAL OF MINUTES

A. ** Minutes - February 23, 2021

Motion by Mike Chappell, Second by Don Hanson, Carried

5. PUBLIC COMMENT

Wes Nakagiri, Livingston County Board Chairman, addressed the board regarding Covid 19 vaccine supplies.

6. PRESENTATION

7. ADMINISTRATIVE AFFAIRS COMMITTEE

A. **Medical Examiner - WMU Med Contract Renewal

ADMINISTRATIVE AFFAIRS RESOLUTION AA8/3-9-2021

WHEREAS, the request is to approve a four-year contract renewal with the Western Michigan University Homer Stryker M.D. School of Medicine (WMed) for Medical Examiner services, and;

WHEREAS, this is a renewal of a contract originally entered into in 2017. Previously the duties were performed as part of the Sheriff's Office. The Sheriff supports renewing the

contract because it has been shown it has improved services to the public at a lower cost to the County, and;
WHEREAS, the total cost for the first year will be \$82,599, which is the same as last year. Each subsequent year, as in the last contract, will have a 2% per year escalator clause.
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the renewal contract and authorizes the Board Chair to sign the appropriate documents on its behalf.

Motion by Mike Chappell, Second by Don Hanson, Carried

B. 911 Support Resolution

ADMINISTRATIVE AFFAIRS RESOLUTION AA9/3-9-2021

WHEREAS, The Federal Communications Commission ("FCC") is accepting comments in its plan to eliminate the diversion of 911 fees for items it deems not directly related to the 911 process; and
WHEREAS, Michigan Public Act 32 of 1986 provides for each local 911 district to utilize 911 fees within certain limitations that are determined by the State and regularly audited for compliance with the limitations; and
WHEREAS, under Michigan law, allowable uses include radio systems, paging systems, pagers, automatic vehicle location (AVL) systems, and mobile data computers (MDCs); and
WHEREAS, FCC proposed rules impinge upon Michigan's ability to determine the definition of allowable costs for 911 fees; and
WHEREAS, FCC proposed rules would eliminate the utilization of funds for radio infrastructure, mobile radios, portable radios, pagers, AVL systems and MDCs, critical to dispatching the 911 response; and
WHEREAS, the Van Buren County Board of Commissioners believe a broader use and interpretation of the phrase "directly related to the 911 process" should be adopted to include the entire 911 dispatching communication process; and
WHEREAS, the Van Buren County Board of Commissioners believe that local decision making and local control regarding the utilization of 911 fees is paramount.
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners supports a broader use and interpretation of the phrase "directly related to the 911 process" and support local decision making and local control regarding the utilization of 911 fees.

Roll Call Vote: All Yes

Motion by Gail Patterson-Gladney, Second by Paul Schincariol, Carried

8. BUILDINGS AND GROUNDS COMMITTEE

9. FINANCE/AUDITING COMMITTEE

A. Claims

CLAIMS RESOLUTION C3/3-9-2021

WHEREAS, claims in the amount of \$764,435.99 for February 2021 were submitted and reviewed.
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves total claims in the amount of \$764,435.99.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Gail Patterson-Gladney, Carried

10. LABOR NEGOTIATIONS AND CONTRACTS

A. Treatment Court Case Manager Salary Exception

LABOR NEGOTIATIONS AND CONTRACTS L3/3-9-2021

WHEREAS, Circuit Court seeks Board approval to hire Logan Hudson at R26 step level B for the grant funded case manager position for the Drug and Sobriety Court Programs, and;
WHEREAS, the approved range for this position, which is the same pay scale as other Specialty Court Case Managers, is the non-represented scale, R26. If approved, this would start Mr. Hudson at the 6-month step, B, at the hourly rate of \$23.36, rather than at the initial step, A, at the hourly rate of \$22.27. This full-time is fully grant funded with no county match required, and;
WHEREAS, the reason for the recommended placement on the pay scale is due to Mr. Hudson's extensive professional experience and existing knowledge of Specialty Courts, and;
WHEREAS, this is a grant funded position so the general fund won't be impacted
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the salary exception request to start Mr. Hudson at R26B, \$23.36 for the Specialty Court Case Manager position.

Roll Call Vote: All Yes

Motion by Don Hanson, Second by Mike Chappell, Carried

11. TRANSIT COMMITTEE

A. Annual Application for Fiscal Year 2022

TRANSIT RESOLUTION T2/3-9-2021

WHEREAS, the request is to authorize the Board Chair to sign the Contract Clauses Certification and a Resolution of Intent for the fiscal year 2022, and;
WHEREAS, this is required by Michigan Department of Transportation (MDOT) to receive State and Federal funding, and;
WHEREAS, the forms are to show that Public Transit is in compliance with MDOT regulations, and;
WHEREAS, Eligible expenses are an estimated total of \$2,066,175.00
NOW, THEREFORE, BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the request to authorize the Board Chair to sign the Contract Clauses Certification and a Resolution of Intent for the fiscal year 2022.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

B. MDOT Contract 2017-0136/P2/R1

TRANSIT RESOLUTION T3/3-9-2021

WHEREAS, the request is to approve the renewal of MDOT Contract 2017-0136/P2/R1, and;
WHEREAS, MDOT Contract 2017-0136/P2/R1 will expire on March 21, 2021. It was renewed last fall for six months, and;
WHEREAS, this contract is for a pilot bus. The initial delay was due to COVID-19 and it was further delayed when it was discovered it was built with a 2019 chassis and should have been a 2020, and;
WHEREAS, the contract is for \$93,750 to purchase up to one 30 to <35-foot gas replacement bus with lift. \$35,000 from Federal funding, \$8,750 from State funding and \$50,000 or remainder with local funds.
NOW, THEREFORE, BE IT RESOLVED, that the Van Buren County Board of Commissioners approves MDOT Agreement No. 2017-0136/P2/R1 and authorizes the Chairperson and Vice Chairperson to execute the appropriate documents on their behalf.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

12. VETERAN'S SERVICES COMMITTEE

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

- A. Livingston County
- B. Crawford County
- C. Berrien County
- D. Otsego County

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

- Municipalities
- Administrative Affairs
- Finance Committee
- VBC Planning Commission
- Palisades Drill
- Market Van Buren
- ISD Dental Facility
- Historical Society
- Transit Committee
- Economic Development Corp.
- PFAS
- Decatur VFW - Veteran's forum
- ISD Dental Facility
- Labor Negotiations
- Kinexus
- MiWorks
- Department of Human Services

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

The meeting was adjourned at 4:23 p.m.

Richard Godfrey, Chairperson

Suzie Roehm, County Clerk



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF **ADMINISTRATIVE AFFAIRS COMMITTEE**

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, The City of South Haven, Van Buren County, Michigan was designated a Pure Michigan Trail Town by the State of Michigan Department of Natural Resources in 2019, and

WHEREAS, South Haven and Van Buren County, Michigan offers a large variety of land and water based recreational opportunities and trails; and

WHEREAS, the City of South Haven, Van Buren and Allegan Counties, the Department of Natural Resources, along with many other public and private trail organizations and nonprofits, have invested extensively in the development, maintenance, and promotion of these recreational trails, and

WHEREAS, the City of South Haven, with the cooperation of both public agencies and private, has established a number of easily accessible access points to the existing trail systems with parking, bathrooms and other supporting infrastructure improvements, and

WHEREAS, the proposed Phoenix Street Black River Kayak launch site will be an important recreational asset and water trail access point for the County, and

WHEREAS, the proposed Phoenix Street Black River Kayak launch project was identified as a County recreational priority in the adopted 2021 – 2026 Van Buren Country Recreation Plan;

THEREFORE, BE IT RESOLVED, the County of Van Buren does hereby support the South Haven Area Recreation Authority application to the Michigan Department of Natural Resources Trust Fund Grant for the development of the Phoenix Street Black River Kayak launch site.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the Van Buren County Board of Commissioners

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF ADMINISTRATIVE AFFAIRS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Van Buren County Board of Commissioners is responsible for making appointments to the Planning Commission, and;

WHEREAS, the request is to reappoint Ms. Pam Stermer and Mr. Tony Hemenway for another three-year term to expire April 01, 2024, and;

WHEREAS, Ms. Stermer and Mr. Hemenway both currently serve on the Planning Commission and wish to continue.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the reappointments of Ms. Pam Stermer and Mr. Tony Hemenway to the Planning Commission for another three-years for a term to expire April 01, 2024.

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF ADMINISTRATIVE AFFAIRS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Van Buren County Board of Commissioners is responsible for making appointments to the Mental Health Authority, and;

WHEREAS, the request is to reappoint Ms. Molly Petersen, Ms. Catherine Bolton, Mr. Mike Mosley, Ms. Angela Dickerson and Ms. Susan Barnes for another three-year term to expire March 31, 2024, and;

WHEREAS, Ms. Susan Barnes has served on the VBCMHA Board since 2008 and currently serves as the Chairperson of the Board as well as the Board's representative to the regional entity, Southwest Michigan Behavioral Health (SWMBH) Board, and;

WHEREAS, Ms. Catherine Bolton served on the VBCMHA Board from 2005-2017. Term limits caused her to be off the Board for a year. She was then appointed in 2018, and;

WHEREAS, Ms. Angela Dickerson has served on the VBCMHA Board since 2013 and currently serves as the Vice-Chairperson of the Board as well as the Board's alternate representative to the SWMBH Board, and;

WHEREAS, Mr. Michael Mosley has served on the VBCMHA Board since 2007, and;

WHEREAS, Ms. Molly Petersen has served on the VBCMHA Board since 2018

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the reappointments of Ms. Molly Petersen, Ms. Catherine Bolton, Mr. Mike Mosley, Ms. Angela Dickerson and Ms. Susan Barnes for another three-year term to expire March 31, 2024

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF ADMINISTRATIVE AFFAIRS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Van Buren County Board of Commissioners is responsible for making appointments to the Mental Health Authority, and;

WHEREAS, the request is to appoint Mr. Thomas Palenick to fill the current vacancy on the Van Buren County Mental Health Authority to expire in 2022.

WHEREAS, Michigan law requires Community Mental Health Boards to govern actions of the CMH Authority. Michigan law also has several requirements for those appointed including a minimum number of Board members are recipients of mental health services and family members of recipients of mental health services.

WHEREAS, Federal rules require that Board members overseeing the expenditure of Medicaid funds must not be on an exclusion list. CMH Board members are appointed by the County Board of Commissioners whose action formed the CMH Authority, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the appointment of Mr. Thomas Palenick to the Van Buren County Mental Health Authority for a term to expire March 31, 2022

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

- ▣ **Resolution**
- ▣ **Borrowing Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

X RESOLUTION ☐ MOTION ☐ REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the County Treasurer has requested approval for the borrowing up to seven (7) million dollars for the 2020 Delinquent Tax Revolving Fund, and;

WHEREAS, this would preserve the County's cash flow and allow the County to borrow at a low rate of interest while maintaining our investments that are paying at a higher rate.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the County Treasurer's request to borrow up to seven (7) million dollars for the 2020 Delinquent Tax Revolving Fund and that the attached 2020 borrowing resolution for 2020 delinquent taxes also be executed and attached to said resolution.

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐

COUNTY OF VAN BUREN

A regular meeting of the Board of Commissioners of the County of Van Buren, Michigan (the "County"), was held in Paw Paw, Michigan, on _____, 2021. The following Commissioners were

PRESENT: _____

ABSENT: _____

The resolution set forth below was offered by _____ and supported by _____.

**2021 BORROWING RESOLUTION
(2020 DELINQUENT TAXES)**

WHEREAS, ad valorem real property taxes are imposed by the County and the local taxing units within the County on July 1 and/or December 1 of each year; and

WHEREAS, a certain portion of these taxes remain unpaid and uncollected on March 1 of the year following assessment, at which time they are returned delinquent to the County's treasurer (the "Treasurer"); and

WHEREAS, the Treasurer is bound to collect all delinquent taxes, interest and property tax administration fees which would otherwise be payable to the local taxing units within the County; and

WHEREAS, the statutes of the State of Michigan authorize the County to establish a fund, in whole or in part from borrowed proceeds, to pay local taxing units within the County their respective shares of delinquent ad valorem real property taxes in anticipation of the collection of those taxes by the Treasurer; and

WHEREAS, the County Board of Commissioners (the "Board") has adopted a resolution authorizing the County's Delinquent Tax Revolving Fund (the "Revolving Fund Program"), pursuant to Section 87b of Act No. 206, Michigan Public Acts of 1893, as amended ("Act 206"); and

WHEREAS, such fund has been established to provide a source of monies from which the Treasurer may pay any or all delinquent ad valorem real property taxes which are due the County, and any city, township, school district, intermediate school district, community college district, special assessment district, drainage district, or other political unit within the geographical boundaries of the County participating in the County's Revolving Fund Program pursuant to Act 206 ("local units"); and

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2020 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2021 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of Notes (or after such prior series of Notes are retired as a secondary pledge) all as the Treasurer shall specify in an order when the Notes authorized hereunder are issued (the "Delinquent Taxes"); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund, the County must issue its General Obligation Limited Tax Notes, Series 2021 in one or more series, in accordance with Sections 87c, 87d, 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED:

I. GENERAL PROVISIONS

101. Establishment of 2021 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2021 Delinquent Tax Revolving Fund (the "Revolving Fund") as a separate and segregated fund within the existing Delinquent Tax Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2021 in one or more series (the "Notes" or "Note"), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

(a) The Notes shall be issued in an aggregate amount to be determined in accordance with this Section by the Treasurer.

(b) The aggregate amount of the Notes shall not be less than the amount by which the actual or estimated Delinquent Taxes exceeds (i) the County's participating share of

Delinquent Taxes, and (ii) any sums otherwise available to fund the Tax Payment Account established under Section 702 (including any monies held in respect of Section 704(c)).

(c) The aggregate amount of the Notes shall not be greater than the sum of (i) the actual amount of the Delinquent Taxes pledged to the payment of debt service on the Notes, plus (ii) the amount determined by the Treasurer to be allocated to a reserve fund. Original proceeds of the Notes devoted to a reserve fund shall not exceed the lesser of (A) the amount reasonably required for those of the Notes secured by the reserve fund, (B) 10% of the proceeds of such Notes, (C) the maximum amount of annual debt service on such Notes, or (D) 125% of average annual debt service on such Notes.

(d) The aggregate amount of the Notes shall be designated by the Treasurer by written order after (i) the amount of the Delinquent Taxes, or the amount of Delinquent Taxes to be funded by the issuance of the Notes, has been estimated or determined, and (ii) the amount of the reasonably required reserve fund has been calculated. Delinquent Taxes shall be estimated based on delinquencies experienced during the past three fiscal years and on demographic and economic data relevant to the current tax year, and shall be determined based on certification from each of the taxing units. The amount of the reasonably required reserve fund shall be calculated pursuant to such analyses and certificates as the Treasurer may request.

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the County's 2021 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, as provided in Article VII.

105. Treasurer's Order Authorizing Notes and Establishing Delinquent Taxes. At or prior to the time any Note is issued pursuant to this resolution, the Treasurer, as authorized by Act 206, may issue a written order specifying the amount and character of the Delinquent Taxes, the Article or Articles under which the Notes are being issued and any other matters subject to the Treasurers control under either this resolution or Act 206.

II. FIXED MATURITY NOTES

201. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article II. All reference to "Notes" in Article II refers only to Notes issued pursuant to Article II, unless otherwise specified.

202. Date. The Notes shall be dated as of the date of issue or as of such earlier date specified by written order of the Treasurer.

203. Maturity and Amounts. Notes issued pursuant to this Article II shall be structured in accordance with subsections (a) or (b) below as determined by the Treasurer pursuant to written order.

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than three years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last maturity shall be scheduled for no later than the sixth anniversary of the date of issue. The amount of each maturity or of any mandatory or optional call date shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity or of any mandatory or optional call date the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years December 31, 2020, or of any other years and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 15% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

(b) Alternatively, the Notes or a series of the Notes may be structured with a single stated maturity falling not later than the fourth anniversary of the date of issue. The Notes issued under this subsection (b) shall be subject to redemption on such terms consistent with the applicable parts of subsection (a) of this section and with Section 209 as shall be ordered by the Treasurer, but in no event shall such Notes be subject to redemption less frequently than annually.

204. Interest Rate and Date of Record.

(a) Except as otherwise provided in this paragraph, the Notes issued pursuant to subsection (a) of Section 203 shall bear interest payable semi-annually, with the first interest payment to be payable (i) on the first date, after issuance, corresponding to the day and month on which the maturity of such Notes falls, or (ii) if the Treasurer so orders, six months before such date. In the event (i) any maturity of the Notes arises either less than six months before the succeeding maturity date or less than six months after the preceding maturity date and (ii) the Treasurer so orders in writing, interest on the Notes shall be payable on such succeeding or preceding maturity date. Subject to the following sentence, the Notes issued pursuant to subsection (b) of Section 203 shall, pursuant to written order of the Treasurer, bear interest monthly, quarterly, or semiannually, as provided by written order of the Treasurer. If the Notes

issued under this Article II are sold with a variable rate feature as provided in Article IV, such Notes may, pursuant to written order of the Treasurer, bear interest weekly, monthly, quarterly or on any put date, or any combination of the foregoing, as provided by written order of the Treasurer.

(b) Interest shall not exceed the maximum rate permitted by law.

(c) Interest shall be mailed by first class mail to the registered owner of each Notes as of the applicable date of record, provided, however, that the Treasurer may agree with the Registrar (as defined below) on a different method of payment.

(d) Subject to Section 403 in the case of variable rate Notes, the date of record shall be not fewer than 14 nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

205. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. Unless the Treasurer shall by written order specify the contrary, the Notes shall be issued in fully registered form both as to principal and interest, registrable upon the books of a Note Registrar (the “Registrar”) to be named by the Treasurer. If the Notes are issued in bearer form the Treasurer shall appoint a paying agent (the “Paying Agent”). (The Registrar or Paying Agent so named may be any bank or trust company or other entity, including the County, offering the necessary services pertaining to the registration and transfer of negotiable securities.)

206. Denominations and Numbers. The Notes shall be issued in one or more denomination or denominations of \$1,000 each or any integral multiple of \$1,000 in excess of \$1,000, as determined by the Treasurer. Notwithstanding the foregoing, however, in the event the Notes are deposited under a book entry depository trust arrangement pursuant to Section 208, the Notes may, if required by the depository trustee, be issued in denominations of \$5,000 each or any integral multiple of \$5,000. The Notes shall be numbered from one upwards, regardless of maturity, in such order as the Registrar shall determine.

207. Transfer or Exchange of Notes.

(a) Notes issued in registered form shall be transferable on a Notes register maintained with respect to the Notes upon surrender of the transferred Notes, together with an assignment executed by the registered owner or his or her duly authorized attorney-in-fact in form satisfactory to the Registrar. Upon receipt of a properly assigned Note, the Registrar shall authenticate and deliver a new Note or Notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

(b) The Notes may likewise be exchanged for one or more other Notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Note or Notes being exchanged, upon surrender of the Note or Notes and the submission of written instructions to the Registrar or, in the case of bearer Notes, to the Paying

Agent. Upon receipt of a Note with proper written instructions the Registrar or Paying Agent shall authenticate and deliver a new Note or Notes to the owner thereof or to the owner's attorney-in-fact.

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange shall be paid for by the County as an expense of borrowing, unless otherwise agreed by the Treasurer and the Registrar or Paying Agent. The Registrar or Paying Agent may, however, require payment by a Noteholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

208. Book Entry Depository Trust. At the option of the Treasurer, and notwithstanding any contrary provision of Section 212, the Notes may be deposited, in whole or in part, with a depository trustee designated by the Treasurer who shall transfer ownership of interests in the Notes by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Notes. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer after consultation with the depository trustee. The Treasurer is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Treasurer shall deem appropriate and not otherwise prohibited by the terms of this Resolution. The depository trustee may be the same as the Registrar otherwise named by the Treasurer, and the Notes may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

209. Redemption.

(a) Subject to the authority granted the Treasurer pursuant to subsection (c) of this Section (in the case of fixed rate Notes) and to the authority granted the Treasurer pursuant to Section 404 (in the case of variable rate Notes), the Notes or any maturity or maturities of the Notes shall be subject to redemption prior to maturity on the terms set forth in subsection (b) below.

(b) Notes scheduled to mature after the first date on which any Notes of the series are scheduled to mature shall be subject to redemption, in inverse order of maturity, on each interest payment date arising after the date of issue.

(c) If the Treasurer shall determine such action necessary to enhance the marketability of the Notes or to reduce the interest rate to be offered by prospective purchasers on any maturity of the Notes, the Treasurer may, by written order prior to the issuance of such Notes, (i) designate some or all of the Notes as non-callable, regardless of their maturity date, and/or (ii) delay the first date on which the redemption of callable Notes would otherwise be authorized under subsection (b) above.

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any permitted redemption date or dates, subject

to the written order of the Treasurer. The Notes called for redemption shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

(e) With respect to partial redemptions, any portion of a Note outstanding in a denomination larger than the minimum authorized denomination may be redeemed, provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event less than the entire principal amount of a Note is called for redemption, the Registrar or Paying Agent shall, upon surrender of the Note by the owner thereof, authenticate and deliver to the owner a new Note in the principal amount of the principal portion not redeemed.

(f) Notice of redemption shall be by first class mail 30 days prior to the date fixed for redemption, or such shorter time prior to the date fixed for redemption as may be consented to by the holders of all outstanding Notes to be called for redemption. Such notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in any notice shall not affect the validity of the redemption proceedings. Notes so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with a paying agent to redeem the same.

210. Discount. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. Public or Private Sale. The Treasurer may, at the Treasurer's option, conduct a public sale of the Notes after which sale the Treasurer shall either award the Notes to the lowest bidder or reject all bids. The conditions of sale shall be as specified in a published Notice of Sale prepared by the Treasurer announcing the principal terms of the Notes and the offering. Alternatively, the Treasurer may, at the Treasurer's option, negotiate a private sale of the Notes as provided in Act 206. If required by law, or if otherwise determined by the Treasurer to be in the best interest of the County, (a) the Notes shall be rated by a national rating agency selected by the Treasurer, (b) a good faith deposit shall be required of the winning bidder, and/or (c) CUSIP numbers shall be assigned to the Notes. If a public sale is conducted or if otherwise required by law or the purchaser of the Notes, the Treasurer shall prepare or cause to be prepared and disseminated an offering memorandum or official statement containing all material terms of the offer and sale of the Notes. Pursuant to any sale of the Notes, the County shall make such filings, shall solicit such information and shall obtain such governmental approvals as shall be required pursuant to any state or federal law respecting back-up income tax withholding, securities regulation, original issue discount or other regulated matter.

212. Execution and Delivery. The Treasurer is authorized and directed to execute the Notes on behalf of the County by manual or facsimile signature, provided that if the facsimile signature is used the Notes shall be authenticated by the Registrar or any tender agent as may be appointed pursuant to Section 801(c). The Notes shall be sealed with the County seal or imprinted with a facsimile of such seal. The Treasurer is authorized and directed to then deliver the Notes to the purchaser thereof upon receipt of the purchase price. The Notes shall be

delivered at the expense of the County in such city or cities as may be designated by the Treasurer.

213. Renewal, Refunding or Advance Refunding Notes. If at any time it appears to be in the best interests of the County, the Treasurer, by written order, may authorize the issuance of renewal, refunding or advance refunding Notes. The terms of such Notes, and the procedures incidental to their issuance, shall be set subject to Section 309 and, in appropriate cases, Article X.

III. SHORT-TERM NOTES

301. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article III. All references to “Notes” in Article III refer only to Notes issued pursuant to Article III, unless otherwise specified.

302. Date and Maturity. The Notes shall be dated as of their date of issuance or any prior date selected by the Treasurer, and each issuance thereof shall mature on such date not exceeding three years from the date of their issuance as may be specified by written order of the Treasurer.

303. Interest and Date of Record. The Notes shall bear interest payable monthly, quarterly, or semi-annually and at maturity at such rate or rates as may be determined by the Treasurer not exceeding the maximum rate of interest permitted by law on the date the Notes are issued. The date of record shall be not fewer than two nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

304. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. The Notes shall, in the discretion of the Treasurer and consistent with Section 205, either be payable to bearer or be issued in registered form. If issued in registered form, the Notes may be constituted as book-entry securities consistent with Section 208, notwithstanding any contrary provision of Section 308.

305. Denomination and Numbers. The Notes shall be issued in one or more denomination or denominations, as determined by the Treasurer. The Notes shall be numbered from one upwards in such order as the Treasurer determines.

306. Redemption. The authority and obligations of the Treasurer set forth in subsections (b) and (c) of Section 209 (in the case of fixed rate Notes), or Section 404 (in the case of variable rate Notes), as the case may be, shall apply also to the Notes issued under Article III.

307. Sale of Notes. The authority and obligations of the Treasurer set forth in Sections 210 and 211 respecting Fixed Maturity Notes shall apply also to the Notes issued under Article III.

308. Execution and Delivery. The authority and obligations of the Treasurer set forth in Section 212 respecting Fixed Maturity Notes shall also apply to the Notes issued under Article III.

309. Renewal or Refunding Notes.

(a) The Treasurer may by written order authorize the issuance of renewal or refunding Notes (collectively the “Renewal Notes”). Renewal Notes shall be sold on the maturity date of, and the proceeds applied to the payment of debt service on, the Notes to be renewed. The maturities and repayment terms of the Renewal Notes shall be set by written order of the Treasurer.

(b) In the order authorizing Renewal Notes, the Treasurer shall specify whether the Notes shall be issued in accordance with this Article III, in which event the provisions of Article III shall govern the issuance of the Notes, or whether the Notes shall be issued in accordance with Article II, in which event the provisions of Article II shall govern the issuance of the Notes. The order shall also provide for and shall also govern with respect to:

- (i) the aggregate amount of the Renewal Notes;
- (ii) the date of the Renewal Notes;
- (iii) the denominations of the Renewal Notes;
- (iv) the interest payment dates of the Renewal Notes;
- (v) the maturity or maturities of the Renewal Notes;
- (vi) the terms of sale of the Renewal Notes;
- (vii) whether any Renewal Notes issued in accordance with Article II shall be subject to redemption and, if so, the terms thereof; and
- (viii) any other terms of the Renewal Notes consistent with, but not specified in, Article II or Article III.

(c) Regardless of whether Renewal Notes need be approved by prior order of the Department of Treasury, the Treasurer, pursuant to Section 89(5)(d) of Act 206, shall promptly report to the Department of Treasury the issuance of any Renewal Notes.

IV. VARIABLE INTEREST RATE

401. Variable Rate Option. At the option of the Treasurer, exercisable by written order, the Notes, whether issued pursuant to Article II or Article III, may be issued with a variable

interest rate, provided that the rate shall not exceed the maximum rate of interest permitted by law.

402. Determination of Rate. The order of the Treasurer shall provide how often the variable interest rate shall be subject to recalculation, the formula or procedure for determining the variable interest rate, whether and on what terms the rate shall be determined by a remarketing agent in the case of demand obligations consistent with Section 801(d), and whether and on what terms a fixed rate of interest may be converted to or from a variable rate of interest. Such formula or procedure shall be as determined by the Treasurer, but shall track or float within a specified percentage band around the rates generated by any one or more of the following indices:

(i) Publicly reported prices or yields of obligations of the United States of America;

(ii) An index of municipal obligations periodically reported by a nationally recognized source;

(iii) The prime lending rate from time to time set by any bank or trust company in the United States with unimpaired capital and surplus exceeding \$40,000,000;

(iv) Any other rate or index that may be designated by order of the Treasurer provided such rate or index is set or reported by a source which is independent of and not controlled by the Treasurer or the County.

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such rate shall be within a stated percentage range of one or more of the indices set forth above.

403. Date of Record. The Date of Record shall be not fewer than one nor more than 31 days before the date of payment, as designated by written order of the Treasurer.

404. Redemption. Notwithstanding any contrary provision of subsections (b) and (c) of Section 209, but subject to the last sentence of this Section 404, Notes bearing interest at a variable rate may be subject to redemption by the County and/or put by the holder at any time or times and in any order, as may be determined pursuant to written order of the Treasurer. Notes shall not be subject to redemption more frequently than monthly.

405. Remarketing, Repurchase and Resale.

(a) In the event the Notes issued under this Article IV are constituted as demand obligation, the interest rate on the Notes shall be governed by, and shall be subject to, remarketing by a remarketing agent appointed in accordance with Section 801(c), under the terms of a put agreement employed in accordance with Section 801(d).

(b) The County shall be authorized, consistent with Act 206 and pursuant to order of the Treasurer, to participate in the repurchase and resale of the Notes in order to reduce the cost of, or increase the revenue, attendant to the establishment of the Revolving Fund and the issuance and discharge of the Notes. Any purchase of the Notes pursuant to this subsection (b) shall be made with unpledged monies drawn from revolving funds established by the County in connection with retired general obligation limited tax notes.

V. MULTIPLE SERIES

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Note or Notes issued under Article II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Note or Notes. The Note of each such series shall be issued according to this Resolution in all respects (and the term “Note” or “Notes” shall be deemed to include each series of Notes throughout this Resolution), provided that:

(a) The aggregate principal amount of the Notes of all series shall not exceed the maximum aggregate amount permitted under Section 103;

(b) Each series shall be issued pursuant to Article II or Article III, and different series may be issued pursuant to different Articles;

(c) Each series shall be issued pursuant to Section 502 or Section 503, and different series may be issued pursuant to different Sections;

(d) A series may be issued under Article II for one or more of the annual maturities set forth in Article II with the balance of the annual maturities being issued under Article II or under Article III in one or more other series, provided that the minimum annual maturities set forth in Section 203 shall be reduced and applied pro rata to all Notes so issued; and

(e) The Notes of all series issued pursuant to Article II above shall not, in aggregate, mature in amounts or on dates exceeding the maximum authorized maturities set forth in Section 203.

502. Series Secured Pari Passu. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be secured *pari passu* with the other by the security described in and the amounts pledged by Article VII below. Moreover,

such security may, pursuant to further written order of the Treasurer, be segregated in accordance with the following provisions.

(a) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2021 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

(ii) Alternatively, the Treasurer may, by written order, rank the sub-accounts established under Subsection (b) above in order of priority, and specify that each such sub-account shall receive deposits only after all sub-accounts having a higher priority have received deposits sufficient to discharge all (or any specified percentage of) Notes whose series corresponds to any of the sub-accounts having priority.

(d) In the absence of a written order of the Treasurer to the contrary, the amounts in each sub-account established pursuant to this Section 502 shall secure only the Notes issued in the series for which such sub-account was established, until such Notes and interest on such Notes are paid in full, after which the amounts in such sub-account may, pursuant to written order of the Treasurer, be added pro rata to the amounts in the other sub-accounts and thereafter used as part of such other sub-accounts to secure all Notes and interest on such Notes for which such other sub-accounts were created, until paid in full. Alternatively, amounts held in two or more sub-accounts within either the Note Reserve Account or the Note Payment Account may be commingled, and if commingled shall be held *pari passu* for the benefit of the holders of each series of Notes pertaining to the relevant sub-accounts.

503. Series Independently Secured. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be independently secured in accordance with this Section 503.

(a) Each series of Notes shall pertain to one or more taxing units, as designated by the Treasurer pursuant to written order, and no two series of Notes shall pertain to the same taxing unit. A school district, intermediate school district, or community college district extending beyond the boundaries of a city in which it is located may, pursuant to written order of the Treasurer, be subdivided along the boundaries of one or more cities and each such subdivision shall be deemed a taxing unit for purposes of this Section 503.

(b) Separate sub-accounts shall be established in the County's 2021 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

(c) In the event Notes are issued for deposit into the Project Account established under Section 701, separate sub-accounts shall be established in the Project Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account only to accounts, sub-accounts and/or taxing units designated as being in the series corresponding to the sub-account from which disbursement is being made.

(d) A separate sub-account shall be established in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2021 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

(f) The amounts in each sub-account established pursuant to this Section 503 shall secure only the Notes issued in the series for which such sub-account was established until such Notes and interest on such Notes are paid in full, after which any amounts remaining in such sub-account shall accrue to the County and shall no longer be pledged toward payment of the Notes.

VI. TAXABILITY OF INTEREST

601. Federal Tax. The County acknowledges that the current state of Federal law mandates that the Notes be structured as taxable obligations. Consequently, the Notes shall,

subject to Article X, be issued as obligations the interest on which is not excluded from gross income for purposes of Federal income tax.

602. State of Michigan Tax. Consistent with the treatment accorded all obligations issued pursuant to Act 206, interest on the Notes shall be exempt from the imposition of the State of Michigan income tax and the State of Michigan single business tax, and the Notes shall not be subject to the State of Michigan intangibles tax.

603. Change in Federal Tax Status. In the event there is a change in the Federal tax law or regulations, a ruling by the U.S. Department of Treasury or Internal Revenue Service establishes that the Notes may be issued as exempt from Federal income taxes or a change in Michigan law causes the Notes in the opinion of counsel to be exempt from federal income taxes, the Notes may be so issued.

VII. FUNDS AND SECURITY

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2021 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes, including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of \$25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2021 Note Reserve Account created under Section 703 or the 2021 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2021 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2021 Tax Payment Account. The County's 2021 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the

Notes are initially deposited in the Project Account pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2021 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2021 Note Reserve Account (the "Note Reserve Account") as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not available in the County's 2021 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2021 Note Payment Account.

(a) The County's 2021 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2021 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2021 Note Payment Account, is herein referred to as the "Note Payment Account".) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below.

Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

(iii) All property tax administration fees on the Delinquent Taxes, net of any amounts applied toward the expenses of this borrowing.

(iv) Any amounts which are received by the Treasurer from the taxing units within the County because of the uncollectability of the Delinquent Taxes.

(v) Any amounts remaining in the Project Account after the transfers to the Tax Payment Account and Note Reserve Account have been made as specified in Sections 702 and 703.

(b) Monies in the Note Payment Account shall be used by the County to pay principal of, premium, if any, and interest on the Notes as the same become due and payable.

(c)(i) The Treasurer may by written order provide that only a portion of the sums described above in Subsection (a) shall be deposited into the Note Payment Account and applied toward the payment of debt service on the Notes, in which event those sums which are withheld from the Note Payment Account shall be deposited into the Tax Payment Account or, pursuant to further order of the Treasurer, applied toward any other purpose consistent with Act 206. The portion of any sums described in Subsection (a) which are withheld from the Note Payment Account pursuant to this Subsection shall be determined in accordance with the following Paragraph.

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2021, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

(d) The Treasurer may by written order provide that at such time as sufficient funds shall have been deposited into the Note Payment Account to pay all remaining amounts owed under the Notes the pledge on any additional monies otherwise payable to the Note Payment Account shall be discharged and such monies shall not be deposited into the Note Payment Account or otherwise pledged toward payment of the Notes.

(e) The Treasurer may by written order provide that in the event Notes are issued pursuant to Article III, amounts which would otherwise be included in the Note Payment Account or the Note Reserve Account (or any sub-account therein for a particular series of Notes) shall not include any amounts received by the County prior to the latest maturity date of any series of Notes previously issued under Article II and/or Article III.

705. Limited Tax General Obligation and Pledge.

(a) The Notes shall be the general obligation of the County, backed by the County's full faith and credit, the County's tax obligation (within applicable constitutional and statutory limits) and the County's general funds. The County budget shall provide that if the pledged monies are not collected in sufficient amounts to meet the payments of the principal and interest due on the Notes, the County, before paying any other budgeted amounts, shall promptly advance from its general funds sufficient monies to pay such principal and interest.

(b) In addition, the monies listed below are pledged to the repayment of the Notes and, subject to Section 901, shall be used solely for repayment of the Notes until the principal of, premium, if any, and interest on the Notes are paid in full:

(i) All amounts deposited or earned in any Project Account, until disbursed in accordance with Section 701;

(ii) All net proceeds from the sale of the Notes deposited or earned in the Tax Payment Account, until disbursed in accordance with Section 702;

(iii) All amounts deposited in the Note Payment Account pursuant to Section 704(a);

(iv) All amounts deposited in the Note Reserve Account;

(v) All amounts earned from the investment of monies held in the Notes Payment Account or the Note Reserve Account; and

(vi) Any supplemental monies placed in the Note Payment Account and drawn in the discretion of the Treasurer from unpledged sums on the revolving funds, which pledge shall be subject to such limitations or exceptions as shall be set forth in the written order of the Treasurer.

(c) If the Notes shall be issued in various series pursuant to Article V, this pledge shall in the case of any independently secured series extend only to monies in accounts or sub-accounts pertaining to the particular series.

(d) If the amounts so pledged are not sufficient to pay the principal and interest when due, the County shall pay the same from its general funds or other available sources. Pursuant to written order of the Treasurer, the County may later reimburse itself for such payments from the Delinquent Taxes collected.

706. Security for Renewal, Refunding or Advance Refunding Notes. Renewal, refunding, or advance refunding Notes shall be secured by all or any portion of the same security securing the Notes being renewed, refunded or advance refunded. The monies pledged in Section 705 for the repayment of the Notes are also pledged for the repayment of the principal of, premium, if any, and interest on any renewal, refunding, or advance refunding Notes issued pursuant to this Resolution, and any such renewal, refunding, or advance refunding Notes shall be the general obligation of the County, backed by its full faith and credit, which shall include the tax obligation of the County, within applicable constitutional and statutory limits.

707. Use of Funds after Full Payment or Provision for Payment. After all principal of, premium, if any, and interest on the Notes have been paid in full or provision made therefor by investments of pledged amounts in direct noncallable obligations of the United States of America in amounts and with maturities sufficient to pay all such principal, premium, if any, and interest when due, any further collection of Delinquent Taxes and all excess monies in any fund or account of the Revolving Fund, and any interest or income on any such amounts, may, pursuant to written order of the Treasurer and subject to Article V, be used for any proper purpose within the Revolving Fund including the securing of subsequent issues of Notes.

VIII. SUPPLEMENTAL AGREEMENTS

801. Supplemental Agreements and Documents. The Treasurer, on behalf of the County, is authorized to enter into any or all of the following agreements or commitments as may, in the Treasurer's discretion, be necessary, desirable or beneficial in connection with the issuance of the Notes, upon such terms and conditions as the Treasurer may determine appropriate:

(a) A letter of credit, line of credit, repurchase agreement, Note insurance, or similar instrument, providing backup liquidity and/or credit support for the Notes;

(b) A reimbursement agreement, revolving credit agreement, revolving credit Note, or similar instrument, setting forth repayments of and security for amounts drawn under the letter of credit, line of credit, repurchase agreement or similar instrument;

(c) A marketing, remarketing, placement, authenticating, paying or tender agent agreement or dealer agreement designating a marketing, remarketing, authenticating, paying, tender or placement agent or dealer and prescribing the duties of such person or persons with respect to the Notes; and

(d) A put agreement or provision allowing the purchaser of the Notes to require the County to repurchase the Notes upon demand at such times as may be provided in such put agreement or provision.

(e) An agreement to use amounts formerly pledged to other years borrowings as security for the Notes when no longer so pledged.

802. Revolving Credit Notes. If the Treasurer enters into a revolving credit agreement (the “Agreement”) pursuant to Section 801 above, the Agreement may call for the issuance of one or more revolving credit Notes (the “Revolving Credit Notes”) for the purpose of renewing all or part of maturing Note or Notes that have been put pursuant to a put agreement or provision. Such Revolving Credit Notes shall be issued pursuant to Article II or III, as appropriate, and in accordance with the following provisions:

(a) Interest on the Revolving Credit Notes may be payable on maturity, on prior redemption, monthly, bimonthly, quarterly, or as otherwise provided in the Agreement.

(b) The Revolving Credit Notes may mature on one or more date or dates not later than the final maturity date of the Notes, as provided in the Agreement.

(c) The Treasurer may, at the time of the original issuance of the Notes, execute and deliver one Revolving Credit Note in a maximum principal amount not exceeding the lending commitment under the Agreement from time to time in force (and may substitute one such Note in a lesser principal amount for another in the event the lending commitment is reduced), provided that a schedule shall be attached to such Note on which loans and repayments of principal and interest are evidenced and further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

IX. MISCELLANEOUS PROVISIONS

901. Expenses. Expenses incurred in connection with the Notes shall be paid from the property tax administration fees collected on the Delinquent Taxes and, if so ordered by the Treasurer, from any earnings on the proceeds of the offering or from other monies available to the County.

902. Bond Counsel. The Notes (and any renewal, refunding or advance refunding Notes) shall be delivered with the unqualified opinion of Clark Hill PLC, attorneys of Detroit, Michigan, bond counsel chosen by the Treasurer, which selection may, at the option of the Treasurer, be for one or more years.

903. Financial Consultants MFCI LLC, Troy, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Notes.

904. Complete Records. The Treasurer shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the Revolving Fund and any account or sub-account created pursuant to this Resolution and of all other transactions relating

to such funds, accounts and sub-accounts, including investments of money in, and gain derived from, such funds and accounts.

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2021 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments authorized as lawful investments for counties under Act No. 20, Public Acts of 1943, as amended. The Treasurer is further authorized to enter into a contract on behalf of the County under the Surplus Funds Investment Pool Act, Act No. 367, Michigan Public Acts of 1982, as amended, and to invest in any investment pool created thereby monies held in the Project Account, in the Revolving Fund, or in any account or sub-account therein which is established pursuant to this Resolution.

907. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen, or destroyed, the Treasurer may, on behalf of the County, execute and deliver, or order the Registrar or Paying Agent to authenticate and deliver, a new Note having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen, or destroyed. In the case of a mutilated Note, a replacement Note shall not be delivered unless and until such mutilated Note is surrendered to the Treasurer or the Registrar or Paying Agent. In the case of a lost, stolen or destroyed Note, a replacement Note shall not be delivered unless and until the Treasurer and the Registrar or Paying Agent shall have received such proof of ownership and loss and indemnity as they determine to be sufficient.

ARTICLE X.

TAX-EXEMPT NOTES OR REFUNDING

1001. Refunding of Taxable Debt or Issuance of Tax-Exempt Debt. The County acknowledges that the current state of Federal law precludes the issuance of the Notes as obligations the interest on which is exempt from Federal income tax. However, the County presently contemplates that anticipated amendments to the Internal Revenue Code of 1986 (the "Code") and/or the Treasury Regulations issued thereunder (the "Regulations") or a change in Michigan law changing the character of the Notes may in the future permit the issuance of general obligation limited tax Notes on a tax-exempt basis, and, in view of this expectation, the County, through the offices of the Treasurer, shall issue tax-exempt Notes or issue obligations to

refund any or all outstanding Notes issued as taxable obligations, at the time, on the terms, and to the extent set forth in this Article X.

1002. Timing of Refunding. The aforementioned refunding obligations (the “Refunding Notes”) shall be issued after the effective date of any change in the Code, Regulations, Internal Revenue Service pronouncements or judicial rulings which, as confirmed by the written opinion of bond counsel, permit the refunding of all or some of the outstanding Notes with proceeds from obligations the interest on which is excluded from gross income for purposes of Federal income tax.

1003. Extent of Refunding. Subject to the other provisions of this Section 1003, the Refunding Notes shall refund all Notes outstanding at or after the effective date of any change in the law described in Section 1002. This Section 1003 shall not, however, be construed to require the refunding of any Note prior to the time such Note may be refunded on a tax-exempt basis, nor shall this Section 1003 be construed to require the refunding of any Note, if that refunding would result in greater cost to the County (including interest expense, professional fees and administrative outlays) than would arise if the Note were to remain outstanding.

1004. Confirmatory Action. Subsequent to any change in the law described in Section 1002, the Board shall convene to consider any terms of the Refunding Notes requiring specific ratification by the Board.

1005. Arbitrage Covenant and Tax Law Compliance. In the event tax-exempt Notes or Refunding Notes are issued pursuant to this Article X, the following covenants shall be observed by the County:

(i) the County will make no use of the proceeds of the Notes or Refunding Notes and will undertake no other intentional act with respect to the Notes or Refunding Notes which, if such use or act had been reasonably expected on the date of issuance of the Notes or Refunding Notes or if such use or act were intentionally made or undertaken after the date of issuance of the Notes or Refunding Notes, would cause the Notes or Refunding Notes to be “arbitrage bonds,” as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in the Regulations promulgated under Sections 103 and 148 of the Code or in any successor or supplementary provision of law hereinafter promulgated,

(ii) the County will undertake all actions as shall be necessary to maintain the Notes or Refunding Notes as obligations the interest on which qualifies for the tax exemption provided by Section 103(a) of the Code, including, where appropriate and without limitation, filing informational returns with the Secretary of Treasury, keeping accurate account of all monies earned in any fund, account or sub-account authorized by this Resolution or any resolution adopted in accordance with Section 1004 above, certifying cumulative cash flow deficits of the County and the local units, and investing any required portion of the gross proceeds of the Notes or Refunding Notes, whether on behalf of the County or the local units, in tax-exempt obligations or State and Local Government Series obligations, and

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate under Section 148(f) of the Code, and, to the extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

(iv) the Treasurer shall be directed to take such actions and to enter into such agreements and certifications, on behalf of the County, as the Treasurer shall deem necessary or appropriate to comply with the foregoing covenants.

1006. Undertaking to Provide Continuing Disclosure. If necessary, this Board of Commissioners, for and on behalf of the County of Van Buren, hereby covenants and agrees, for the benefit of the beneficial owners of the Notes to be issued by the County, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form as approved by the Underwriter of the Notes. The Undertaking shall be enforceable by the beneficial owners of the Notes or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Notes.

The County Treasurer or other officer of the County charged with the responsibility for issuing the Notes shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

After consideration of the borrowing resolution presented earlier this day with regard to Act 206 of the Public Acts of 1893, as amended (“Act 206”), and in respect of such borrowing resolution, the resolution set forth below was offered by Commissioner Gail Patterson-Gladney and seconded by Commissioner Donald Hanson.

RESOLUTION AUTHORIZING 2021 ADMINISTRATIVE FUND

IT IS RESOLVED BY THE VAN BUREN COUNTY BOARD OF COMMISSIONERS
AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

A sufficient majority having voted therefor, the two resolutions appearing above were adopted.

STATE OF MICHIGAN

COUNTY OF VAN BUREN

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Van Buren County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on the ____ day of ____, 2021, and that notice of such meeting was given as required by law.

Suzie Roehm, Clerk of the VAN BUREN County
County Board of Commissioners

[SEAL]



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, pursuant to the Emergency 9-1-1 Service Enabling Act ("Enabling Act"), Public Act 32 of 1986, as amended, Van Buren County is authorized to impose a county surcharge upon telephonic service users within the county that can access 9-1-1;

WHEREAS, the Michigan Public Service Commission ("MPSC"), in Case No. U-15489, established a default county surcharge rate for Van Buren County of \$1.17 per user;

WHEREAS, Section 401b of the Enabling Act states that in the event. Van Buren County proposes an increase to the amount approved by the MPSC in Case No. U-15489, it must do so with the following limitations: (a) up to \$0.42 per month by resolution; (b) up to \$3.00 per month with the approval of the voters in the county; and, (c) any combination of (a) and (b) with a maximum county 9-1-1 charge of \$3.00 per month;

WHEREAS, upon the expiration of the surcharge rate on June 30, 2021, the county surcharge would revert to the \$1.17 default rate set by the MPSC in Case No. U-1.15489, absent resolution by the Board of Commissioners, resulting in significant reduction in revenue to operate and maintain the county's 9-1-1 system;

WHEREAS, at the August 2020 Primary Election, the voters of Van Buren County approved a 9-1-1 Surcharge Proposal authorizing Van Buren County to assess a county 9-1-1 emergency services charge on monthly billings to each service device located within Van Buren County that can access 9-1-1 at a rate not to exceed \$1.83 each month in addition to the \$1.17 surcharge established by the Michigan Public Service Commission in Case No. U-15489, subject to annual approval by the Van Buren County Board of Commissioners, for the period of July 1, 2021 through June 30, 2025, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Van Buren County, including facilities, equipment and operations; and,

WHEREAS, after due consideration of the reasonable expense necessary to operate and maintain the county's 9-1-1 system, the Board of Commissioners has concluded that any reduction in the current surcharge would prove detrimental to the operation of the 9-1-1 system designed to assist with the protection and safety of Van Buren County residents, businesses and visitors;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners concludes that the default county surcharge rate of \$1.17 per device established by the MPSC in Case No. U-15489 must be increased in order for the county to meet its obligations associated with the reasonable and necessary expenses of operate and maintain its 9-1-1 system;

The Board of Commissioners hereby increases the default county surcharge rate established by the MPSC in Case No. U-15489 by \$1.83 per device located within Van Buren County that can access 9-1-1 for the period of July 1, 2021 through June 30, 2022, as approved by the voters of Van Buren County at the August 2020 Primary Election.

With this increase, the county surcharge imposed by Van Buren County upon each service device located within Van Buren County that can access 9-1-1 shall be \$3.00 for the period of July 1, 2021 through June 30, 2022, as approved by the voters in the August 2020 Primary Election.

The Board of Commissioners hereby authorizes the County Administrator, in conjunction with the County Sheriff and County 9-1-1 Director, to make all necessary filings with the State of Michigan to ensure that the correct surcharge rate of \$3.00 is imposed.

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

- ▣ **Resolution**
- ▣ **Contract**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

X RESOLUTION ☐ MOTION ☐ REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to renew an agreement with the U.S. Marshalls to house Federal Prisoners, and;

WHEREAS, the current agreement (IGA No. 40-00-0126) was approved with an effective date of March 1st, 2002. This agreement had a fixed Per Diem Rate of \$36.17 and housing a maximum of 10 Federal Prisoners. The agreement remained in effect for 10 years after our construction project was complete and thereafter until terminated or suspended in writing by either party, and;

WHEREAS, the new proposed agreement (Number: 40-00-0126) will go into effect once approved and signed. With the rise in medical costs, inmate meals, indigent supplies, bedding, and other items used for inmates, a renegotiation of the agreement was due. The original agreement began in 2002, and;

WHEREAS, Changes would be the following:

- Per Diem Rate from \$36.17 to \$48.00
- From 10 male prisoners to 10 male prisoners and 5 female prisoners
- Transport to hospitals when necessary
- Transport to Federal Court if we have the manpower- Charge: \$25.00 hourly for officer fees

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the renewal of the agreement with the U.S. Marshalls to house Federal Prisoners and authorizes the Board Chair to sign appropriate documents on its behalf.

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐

U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Detention Services
Intergovernmental Agreement

1. Agreement Number 40-00-0126	2. Effective Date	3. Facility Code(s) 7LW	4. DUNS Number 07-430-5459
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government Van Buren County Jail 205 S. Kalamazoo Street Paw Paw, MI 49079 Tax ID#: 38-6007133	
7. Appropriation Data 15-1020/X	8. Local Contact Person: E-mail: Telephone:	Manny DeLaRosa, Jail Administrator delarosam@vbco.org (269) 657-2006	
9. Services		10. Estimated Number of Federal Beds	11. Per Diem Rate
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		Male: 10 Female: 5 Total: 15	\$48.00
12. Guard/Transportation Hourly Rate		13. Optional Guard/Transportation Services	
Guard/Transportation Hourly Rate: \$25.00 Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Other <u>VTC Services</u> <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____	
14. Department Of Labor Wage Determination			
<input type="checkbox"/> Wages Incorporated _____			
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local) _____ Signature _____ Print Name _____ Title _____ Date	
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE <input type="checkbox"/> Other _____	19. Signature of Person Authorized to Sign (Federal) _____ Signature _____ Print Name Assistant Chief, IAB _____ Title _____ Date	

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **VAN BUREN COUNTY JAIL** (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **VAN BUREN COUNTY JAIL, 205 S. KALAMAZOO STREET, PAW PAW, MI 49079** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard Services to VideoTeleconference Hearings within Facility

If Other (VideoTeleconference Hearings) in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal detainees housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a detainee before the court.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable

costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, “restrictive housing” means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, “vulnerable population” means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

The First Step Act

This Agreement refers the local government facility operations and administrations to the following sections of the First Step Act:

1. Section 613 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and [18 USC 5043](#) with respect to any USMS juveniles in custody.
2. Section 301 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and that pursuant to USMS policy that these requirements have been adopted for all pregnant USMS prisoners, regardless of status.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <https://www.dol.gov/agencies/whd/government-contracts/service-contracts>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **VAN BUREN COUNTY JAIL's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
Western District of Michigan
110 Michigan Street NW
Grand Rapids, MI 49503
(616) 456-2438**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF LABOR NEGOTIATIONS & CONTRACTS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve the hiring of a recent law school graduate for a 4-month internship (April, May, June, July, 2021) for 20 hours a week at \$20/hour, and;

WHEREAS, The Prosecuting Attorney's Office has an opportunity to hire a recent law school graduate as an intern to help process and prepare the backlog of cases for trial, and;

WHEREAS, As of March 9, 2021, the Court has started doing jury trials. There are currently over 30 cases waiting to go to trial. Therefore, the Prosecutor's Office is preparing for several continuous weeks of trials. The intern position would be able to assist the Assistant Prosecutors with motions, pre-trials and trial preparation, and;

WHEREAS, Board approval is needed before a formal offer is extended due to the hiring freeze and the need for a budget amendment. The candidate, Ms. Sydney Jordan, J.D., obtained her Juris Doctorate in December, 2019, from the Indiana University Robert H. McKinney School of Law. She recently took the bar exam and is awaiting the results, and;

WHEREAS, The Prosecutor's Office has worked with the Finance Department to examine different scenarios. If an intern is hired for four months and worked for \$20/hour for 20 hours per week, the total cost would be \$6,400. Currently, the cost would be able to be absorbed in the operating budget with no additional funds needed.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request from the Prosecuting Attorney to hire a law school intern for 4 months for 20 hours per week at \$20 an hour.

Signed: _____

Date: March 23, 2021

FOR CLERK'S USE ONLY

MOTION BY:

CARRIED ☐

SECONDED BY:

NOT CARRIED ☐



County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

□ **Resolution**

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 11th day of March, 2021 with the meeting called to order at 8:00 a.m.

Commissioners Present: Thomas Young, District 1; Thomas Bardwell, District 2; Douglas DuRussel, District 4; Daniel Grimshaw, District 5.

Commissioners Absent: Kim Vaughan, District 3.

The following resolution was offered by Commissioner Grimshaw, seconded by Commissioner DuRussel,

RESOLUTION REGARDING VIRTUAL PARTICIPATION IN BOARD MEETINGS 2021-05

WHEREAS, we live in a time of COVID-19 pandemic fear, and

WHEREAS, Governor Whitmer and the various state agencies acted without authority to unilaterally change the Open Meetings Act, and

WHEREAS, the Michigan Legislature recognized the issue of legally held meetings needed to be addressed, and

WHEREAS, the legislation created legal protections for non-traditional meetings by changing the requirement for in person attendance by members, and

WHEREAS, Public Act No. 228 of 2020 was signed by the Governor on October 16, 2020, established rules for board members to participate while not being physically present, and

WHEREAS, Public Act No. 254 of 2020 was signed by the Governor on December 22, 2020, extending the sunset date of Public Act No. 228 of 2020, to March 31 2021, and

WHEREAS, members of boards must be present to participate, except for absence due to military duty or a medical condition, and

WHEREAS, the changes to not allow participation by members who were unable to attend in person were made with little or no input from those impacted, and

WHEREAS, members of boards were allowed to participate while absent for other reasons, prior to the changes.

NOW THEREFORE, BE IT RESOLVED, the Tuscola County Board of Commissioners calls upon the Michigan Legislature to modify the restrictions on meeting participation to include out-of-state travel for up to thirty (30) days by any member.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to Senator Daley, Representative Green, the Michigan Association of Counties, all Michigan Counties, along with the Michigan Township Association and all Townships, Cities and Villages within Tuscola County.

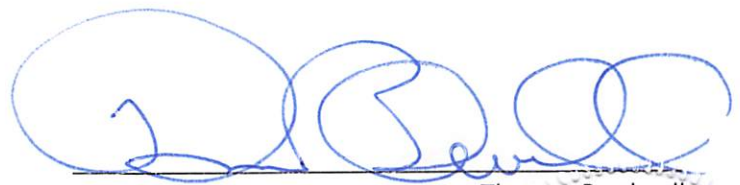
Roll Call Vote:

Ayes: Young; DuRussel; Grimshaw; Bardwell.

Nays: None.

Absent: Vaughan.

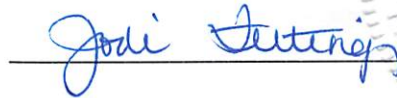
Resolution declared adopted.



Thomas Bardwell

Chairman of the Tuscola County Board of Commissioners

I, the undersigned, Clerk of Tuscola County, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Tuscola County Board of Commissioners, at its Regular Meeting held on March 11, 2021.



Jodi Fetting

Tuscola County Clerk

Clerk to the Board of Commissioner Tuscola County

